



## **USAJOBS Job Opportunity Announcement (JOA) Export Terms of Service**

As a USAJOBS JOA Export Consumer, you agree to the following terms and conditions, and any policies, guidelines or amendments thereto that may be presented to you from time to time (collectively, the "Terms of Service") governing use of the USAJOBS JOA Export job sharing service (JOA Export). The Office of Personnel Management USAJOBS Program Office (OPM USAJOBS) may update the Terms of Service without notice to you, and you are responsible for checking to ensure you have reviewed and agreed to the most current version of the Terms of Service. Inquiries should be sent via email: <mailto:AccessUSAJOBS@opm.gov>

### **1. USE OF SERVICES**

The JOA Export is described in the *Guide to the USAJOBS Staffing Integration Framework* available here: <http://schemas.usajobs.gov/>. In consideration of your use of the JOA Export, you may be required to provide current, accurate identification, contact, and other information as part of the registration process and/or continued use of the services offered by OPM USAJOBS and its representatives. You are responsible for maintaining the confidentiality of your USAJOBS Secure File Transfer Protocol (SFTP) account identifier and authenticator (i.e., username and password), and are responsible for all activities that occur under your account. You agree to immediately notify USAJOBS of any unauthorized use of your password, file access, account or any other breach of security. USAJOBS cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 1.

USAJOBS reserves the right to refuse service to anyone at any time found to be in violation of this and subsequent sections. USAJOBS reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the JOA Export (or any part thereof) with or without notice. You agree that USAJOBS shall not be liable to you or to any third party for any modification, suspension or discontinuance of USAJOBS services.

### **2. USE OF DATA**

Data provided to you through the JOA Export is for the explicit use of the Federal agency or organization identified as "Agency Name" on the USAJOBS Program Office JOA Export Registration Form to support the Federal project or service identified as "Consumer Type" on the registration form. No other use of the data provided is permitted without prior approval, in writing, from the Federal Agency and OPM USAJOBS. You may not rent, lease, loan, sell, trade or create derivative works of USAJOBS JOA Export services and data, in whole or in part.

### **3. CONTENT OF DATA**



The data provided through the JOA Export is restricted to publicly available information found in a USAJOBS JOA, contains no Personally-Identifiable Information (PII) of USAJOBS system users other than publicly disclosed contact information within the JOA, and may not exceed the Controlled Unclassified Information (CUI) designation.

#### **4. APPROPRIATE CONDUCT**

You agree that you are responsible for your own conduct and the proper handling of any information made available while using the JOA Export and for any consequences thereof. You agree to use the JOA Export only for purposes that are legal, proper and in accordance with these Terms of Service and any applicable policies or guidelines. By way of example, and not as a limitation, you agree that when using the USAJOBS JOA Export service, you will not:

- Violate the legal rights (such as rights of privacy and publicity) of others;
- Attempt to introduce sensitive or inappropriate data to OPM resources through the JOA Export service;
- Impersonate another person or entity;
- Restrict or inhibit the authorized access of others;
- Interfere with or disrupt information services or networks utilized by OPM USAJOBS;
- Attempt to gain access under false or fraudulent pretenses;
- Share username and password credentials with unauthorized individuals;
- Transmit or introduce into the system any malicious software or defects.

You understand and agree that USAJOBS shall have the right (but not the obligation) in its sole discretion to deny access to those users that are found to be in violation of these terms of service.

#### **3. USAJOBS JOA EXPORT PRIVACY POLICY**

By using the USAJOBS JOA Export service, you acknowledge and agree that OPM USAJOBS may access, preserve, and disclose your JOA Consumer account information or information about account activity if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce this Terms of Service, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to JOA Consumer support requests, or (e) protect the rights, property or safety of USAJOBS, its users and the public.



USAJOBS will not be responsible or liable for the exercise or non-exercise of its rights under the Terms of Service.

You understand that the technical processing and transmission of USAJOBS services, including JOA Export information, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

#### **5. GENERAL PRACTICES REGARDING USE AND STORAGE**

You agree that OPM USAJOBS has no responsibility or liability for the deletion or failure to store any JOA Export service data. You acknowledge that OPM USAJOBS retains the right, at its sole discretion, to create limits at any time with or without notice on the number of JOA Export transactions the JOA Consumer may initiate, the size of JOA Export data files received, or the amount of storage space used.

#### **6. TERMINATION**

You may cancel your use of JOA Export with or without cause at any time by providing notice to USAJOBS at [AccessUSAJOBS@opm.gov](mailto:AccessUSAJOBS@opm.gov); provided, however, that a terminated account may continue to exist until processed for removal and deletion under standard account management procedures. USAJOBS may at any time and for any reason, including a period of account inactivity, terminate your access. In the event of termination, your account will be disabled and you may not be granted access to your account or any files or other content associated with your account although residual copies of information may remain in our system.

#### **7. LINKS**

JOA Export data may include links to World Wide Web sites or resources external to the USAJOBS information system. You acknowledge and agree that OPM is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content available from such sites or resources, or your use or reliance on or through these resources.

#### **8. INDEMNITY AND LIMITATION OF LIABILITY**

You agree to hold harmless and indemnify USAJOBS, and its subsidiaries, affiliates, officers, agents, and employees, from and against any third party claim arising from or in any way related to your use of the JOA Export or violation of these Terms of Service including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, USAJOBS will provide you with written notice of such claim, suit or action.

You expressly understand and agree that USAJOBS shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages resulting from: (i) the use or the inability to use



JOA Export; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from JOA Export; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party utilizing JOA Export; or (v) any other matter relating to OPM USAJOBS.

## **9. DISCLAIMER OF WARRANTIES**

### ***YOU EXPRESSLY UNDERSTAND AND AGREE THAT:***

JOA Export is provided on an "as is" and "as available" basis. USAJOBS expressly disclaims all warranties of any kind, whether express or implied.

USAJOBS MAKES NO WARRANTY THAT:

(i) JOA Export will meet your requirements, (ii) JOA Export will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of USAJOBS services will be accurate or reliable, (iv) the quality of any products, services, information, or other material obtained by you through JOA Export will meet your expectations, and (v) any errors in the software will be corrected.

Any material downloaded or otherwise obtained through the use of JOA Export is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

No advice or information, whether oral or written, obtained by you from OPM shall create any warranty.

## **10. NO THIRD PARTY BENEFICIARIES**

You agree that there shall be no third party beneficiaries to the Terms of Service.

## **11. GENERAL INFORMATION**

***Entire Agreement.*** The Terms of Service constitute the entire agreement between you and OPM governing your use of the USAJOBS JOA Export service as a JOA Consumer. You also may be subject to additional terms and conditions that may apply when you use other USAJOBS services.

### ***Waiver and Severability of Terms.***

The failure of USAJOBS to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision.